

# K Bar Limited Pay Bar Hire Terms & Conditions

(2019)



## **“We” or “Us”**

Means K Bar Limited (company number 10676666), Unit 7, Larkstore Park, Lodge Road, Staplehurst, Tonbridge, Kent, United Kingdom, TN12 0QY.

## **“You” or “Your”**

Means any person, body of persons, firm or company, as identified at the bottom of this contract, that we enter into a contract with for the provision of the paid bar.

## **What is included-**

The paid bar hire is free of charge providing there is a minimum of fifty (50) guests and we are the only provider of alcohol (this only applies to the post Wedding Breakfast portion of the event for Weddings). The hire includes a bar, bar set up, pre-agreed alcohol & mixers, glassware, bar staff and Temporary Event Notice (TEN) fee if the venue does not hold a relevant licence for the sale of alcohol during your event.

## **Consumption of own drinks -**

Guests are required to purchase their drinks from the bar we provide for your event (this only applies to the post Wedding Breakfast portion of the event for Weddings). No persons are permitted to bring their own drinks for consumption at the venue. We reserve the right to confiscate unauthorised drinks or remove them from the venue.

## **Card Payments:**

Your venue needs GPS coverage for us to take card payments. Whilst we have the ability to take card and contactless payments using three different networks if your venue falls out of range of all of these, card and contactless payments cannot be taken, and your bar will be a cash bar only.

## **Specific Drink Requests:**

If you request a specific drink for your bar, we will use reasonable endeavours to make sure that it is available to your guests. However, we cannot be held accountable if your chosen product is out of stock or if there is a delivery failure at our supplier's end.

## **Glassware:**

The glasses we provide are either real glassware or high-quality polycarbonate glasses. If you wish your guests to be served drinks in specific glassware (PROVIDED THAT the glassware requested does not breach the conditions of our Licence or TEN), then this must be discussed and agreed at the time of booking.

## **Booking & Glassware Deposit:**

A deposit of £100.00 (the “Deposit”) is required up front to confirm your booking and cover the cost of any glass breakages during your event. This will be returned after your event minus the cost of any breakages.

You have the right to cancel this contract, in writing, within fourteen (14) days of the date hereof (“**Cancellation Period**”). Should you cancel this contract within the Cancellation Period we shall refund the deposit within fourteen (14) days of receipt of your notice to cancel this contract. If you wish to cancel after the Cancellation Period, the deposit will be non-refundable.

## **Acceptance of Terms & Conditions**

Signed receipt of these terms and conditions or written acceptance by us of your booking and/or receipt of the Deposit by us, shall be deemed to constitute unqualified acceptance of these conditions. The signed terms and conditions confirms your acceptance of these terms and conditions and constitutes a contract between you and us, as at the date set out below.

## **Wedding Breakfast drinks -**

Reception/arrival drinks arranged by either you or another provider are permitted providing they are for consumption during the pre-meal period. We would ask that you inform us if this is the case in advance so that we know what arrangements have been made. Table wine and all other table drinks including drinks for toasting arranged by either you or another provider are permitted providing they are for consumption during the meal only. We would ask that you inform us if this is the case in advance so that we know what arrangements have been made. All other drinks provided for your event must be supplied by us.

### **Licence-**

If your event venue does not hold the relevant licence to enable the sale of alcohol one of K Bar Limited's named personal licence holders will apply for a Temporary Events Notice ("TEN") to accompany his/her personal licence for your event. A copy of the personal licence, the TEN, and K Bar Limited's full Public Liability Insurance and Employers Liability Insurance will be available on the day. Please ask if you would like copies of these in advance. Our staff have been fully trained in the sale of alcohol and are authorised to sell alcohol by the named personal licence holder in accordance with his/her licence. In the highly unlikely event that a TEN is rejected and we are unable to supply you with a paid bar your booking deposit will be refunded in full.

### **I.D Policy -**

We operate a strict policy on underage drinking. Guests that appear to be under 21 years of age will be challenged for photo I.D. in an acceptable format. Acceptable formats include driving licenses, passports or pass approved I.D. cards.

### **Conditions of Free Hire -**

Although we offer free bar hire you shall be liable for any loss or damage caused by you or your guests to equipment or property provided by us or by our subcontractors in relation to the bar.

### **Access & Power -**

You will be required to ensure that we have access to the venue on the date and time agreed between us and you. You must inform us in advance if there are restrictions to access at the venue such as time restrictions, parking restrictions or car park height restrictions. It is your responsibility to make sure there is access to a water supply and electrical power.

### **Late Finishes**

The bar opening hours will be agreed in advance. An additional charge will be incurred if any event runs over the time quoted on the booking confirmation. It is your responsibility to make sure that the bar times agreed with us are in accordance with the cut off times of the venue.

### **Automatic cut off and removal of bar service -**

In the event that any person or guest becomes abusive, threatens or carries out violence in any form (either verbal or physical) the bar will immediately close and be withdrawn in order to protect any licence or TEN and the safety of all people in the vicinity.

### **Force Majeure**

We shall make reasonable efforts to perform our obligations under this contract but shall not be liable for any delay or other failure to perform any part of this contract as a result of factors outside of our control. We reserves the right to pass on to you any additional costs incurred from our suppliers' or in-house expenses due to unforeseen demand, restrictions or requirements to fulfil the contract.

### **Governing Law and Jurisdiction**

This contract shall be governed by and interpreted in accordance with English law and the parties submit to the jurisdiction of the English courts. Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any proceedings and to settle any disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

**To accept these terms and conditions relating to the event/wedding on the date below, please sign and print your name and return to:**

enquiries@kbarlimited.co.uk

or post to our office address at  
K Bar LTD, Unit 7, Larkstore Park,  
Lodge Road, Staplehurst, Kent, TN12 0QY

I the undersigned hereby confirm that I have read and accept the terms and conditions set out above in relation to the provision of a bar to be provided by K Bar Limited on the date set out below.

**Date of Event:** \_\_\_\_\_

**Your Full Names:** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_